

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT  
BETWEEN FORT BEND COUNTY AND THE CITY OF MISSOURI CITY  
FOR  
IMPACT FEES AND TAPPING FEES**

This Interlocal Agreement is made by and between **Fort Bend County** (“County”), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **City of Missouri City** (“City”), a home-rule municipality, acting by and through the City Council of the City of Missouri City. County and City may be collectively referred to as the “Parties” and each individually a “Party.”

**WHEREAS**, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act; and

**WHEREAS**, the Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of parks and recreation for a public purpose; and

**WHEREAS**, County desires to install certain facilities in Kitty Hollow Park (the “Park”) located in Fort Bend County and within the City of Missouri City that require water and wastewater services; and

**WHEREAS**, County desires the City to assist the County by providing water and wastewater services to the Park; and

**WHEREAS**, the City desires to assist the County by providing water and wastewater services to the Park; and

**WHEREAS**, County desires to construct water and wastewater facilities to connect the existing City water system and existing City sewer system; and

**WHEREAS**, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, obligations, and mutual benefits, the Parties hereto agree as follows:

## **I. Recitals**

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

## **II. Purpose/Scope of Services**

The purpose of this Agreement is to outline the funding of impact fees and tapping for reservation of the City's water and wastewater capacity and tapping fees to support the additional utility usage/demand associated with the construction of expanded utilities and drainage and ongoing water and wastewater service for Kitty Hollow Park Improvements (Legal Description: 0077 E ROARK, TRACT 1 (LAKE), ACRES 455.099).

## **III. Effective Date and Termination**

- A. This Agreement will be effective on the latest date that either party executes this Agreement.
- B. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party as provided in this Agreement.

## **IV. Compensation**

- A. Fees to be paid by County to City shall be calculated at the rates set forth in the "Kitty Hollow Park Improvements Capacity Reservation Letter" dated June 24, 2025 and "Plan Review" dated March 18, 2025, both attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes, in the amount of One Hundred Fifty-Five Thousand Seven Hundred Eighty-Four and 00/100 dollars (\$155,784.00).
- B. The Parties agree that the amount stated above is fair compensation for services or functions performed under the Agreement and that any funds required of a party for performance of governmental functions or services will make those payments from current revenues available to the Party.

## **V. Relationship of Parties**

- A. The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- B. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

**VI. Notice to Parties**

- A. Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service.
- B. Notice to **COUNTY** shall be sent to:

Fort Bend County Parks and Recreation Department  
Attn: Parks Director  
301 Jackson Street  
Richmond, Texas 77469

With copy to:

Fort Bend County  
Attn: County Judge  
401 Jackson St, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Notice to **CITY**:

City of Missouri City  
Attn: City Manager  
1522 Texas Parkway  
Missouri City, Texas 77489

With copy to:

City of Missouri City Attn: Utilities  
Manager 1522 Texas Parkway  
Missouri City, Texas 77489

- C. Each Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

**VII. Entire Agreement and Modification**

This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties.

**IT IS ACKNOWLEDGED BY CITY THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS**

**AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**

**VIII. No Waiver of Immunity**

Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.

**IX. Benefit**

This Agreement shall be for the sole and exclusive benefit of County and City and shall not be construed to confer any benefit or right upon any other party.

**X. Applicable Law and Venue**

This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas

**XI. Assignment**

Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.

**XII. Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XIII. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

**XIV. Electronic and Digital Signatures**

The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

**XV. Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

**XVI. Human Trafficking**

**BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**

**XVII. Authorization**

This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[EXECUTION PAGE FOLLOWS]**

**FORT BEND COUNTY**

**CITY OF MISSOURI CITY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Robin J. Elackatt, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Crystal Roan, City Secretary

Reviewed by:

Approved as to Form:

  
\_\_\_\_\_  
Darren McCarthy, Director  
Parks and Recreation Department

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Kitty Hollow Park Improvements Capacity Reservation Letter - June 24, 2025 and Plan Review - March 18, 2025

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# **EXHIBIT A**

(Kitty Hollow Park Improvements Capacity Reservation Letter - June 24, 2025  
And  
Plan Review - March 18, 2025)



**Public Works Department**

1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
www.missouricitytx.gov

6/24/2025

Fort Bend County  
301 Jackson  
Richmond, TX 77469-3108  
c/o Brian Champagne, P.E.  
bchampagne@halff.com

**Subject: Kitty Hollow Park Improvements Capacity Reservation Letter**

**Legal Description:** 0077 E ROARK, TRACT 1 (LAKE), ACRES 455.099

Dear Mr. Champagne,

In consideration of the City's reservation of water and wastewater capacity, as indicated below, that you have voluntarily requested, your signature below shall serve as your understanding of, and agreement to, the following:

	<b>Proposed ESFCS</b>	<b>Cost/ESFC</b>	<b>Cost Total</b>
Water	4.68	\$ 2,460	\$ 11,512.80
Wastewater	4.68	\$ 5,090	\$ 23,821,.20
<b>IMPACT FEES DUE</b>			<b>\$ 35,334.00</b>

**Standard Requirements & Conditional Language**

- A plat for the Project has been recorded.
- Capacity is not reserved until the City receives payment of non-refundable impact fees, which are calculated in the above table for the above referenced project at the current fee rates. Impact fee rates are subject to change based on changes in the City's fee ordinance.
- Failure to pay the impact fees by December 24<sup>th</sup>, 2025 will result in the expiration of this review, at which time a new application for review must be submitted.
- This reservation of capacity expires two (2) years from the date of available utility capacity, as determined by the date of capacity availability as noted below. If, after payment of impact fees, this Project is not under construction within (2) years from the date of available utility capacity, as determined by the date of capacity availability as noted below, a new application for review must be submitted and the amount of impact fees dues will be recalculated at the then-current rate. Any amount advanced pursuant to this letter agreement to reserve capacity will be credited against the impact fees otherwise due from the Project at that time.
- Capacity described in this letter refers only to the City's ability to provide availability at the applicable time and for the applicable final plat filed on that date. Please coordinate with your engineer to identify if any



**Public Works Department**

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1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
www.missouricitytx.gov

water or sewer extensions are required for your proposed development. Such costs are not included in impact fee costs.

- **This letter of capacity only applies to the 4.68 ESFC associated with the “Proposed Improvements” including the Community Center Building. “Future Improvements” will require an additional request when the construction of such future improvements are being realized.**

Please make the check payable to the City of Missouri City.

If you have any questions, please contact Nicholas Cook at (281) 403-8573.

Best regards,

\_\_\_\_\_  
Nicholas L. Cook  
Assistant Director of Utilities

Agreed and Accepted By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

cc: Hector Acevedo, QVUD General Manager  
Shashi Kumar, P.E., C.F.M., COMC Public Works Director and City Engineer  
Rebecca Mangum, COMC Utilities Coordinator

**CITY OF MISSOURI CITY**  
**MUSTANG BAYOU SERVICE AREA**  
3134 CARTWRIGHT RD. MISSOURI CITY, TX 77459  
Phone: 281-499-5539 Fax: 281-261-4507

**PLAN REVIEW**

**DATE:** March 18, 2025  
**DISTRICT:** CITY OF MISSOURI CITY - MUSTANG BAYOU SERVICE AREA  
**PROJECT:** KITTY HOLLOW PARK IMPROVEMENTS  
MISSOURI CITY, TX 77459

**COMMENTS TO:**

**City of Missouri City Bldg. Dept./Development Services**

Gretchen Pyle  
Kenneth Shavers

[Gretchen.pyle@missouricitytx.gov](mailto:Gretchen.pyle@missouricitytx.gov)  
[Kenneth.Shavers@missouricitytx.gov](mailto:Kenneth.Shavers@missouricitytx.gov)

**City of Missouri City Public Works**

Rebecca Mangum  
Brian Jackson-Taylor  
Nicholas Cook

[Rebecca.Mangum@Missouricitytx.gov](mailto:Rebecca.Mangum@Missouricitytx.gov)  
[Brian.Jackson@Missouricitytx.gov](mailto:Brian.Jackson@Missouricitytx.gov)  
[Nicholas.Cook@Missouricitytx.gov](mailto:Nicholas.Cook@Missouricitytx.gov)

**SCOPE:**

**Project Consist of proposed 8” Water Line to serve Kitty Hollow Park, including 8” fire rated Meter installation on Lakeshore Harbour Drive at cul-De-Sac**

**WATER: NO OBJECTIONS**

**SANITARY SEWER: N/A**

**STORM SEWER: N/A**

**LANDSCAPING PLAN: N/A**

**IRRIGATION PLAN: N/A**

**GENERAL:**

1. All backflow Preventers are required to be tested and certified prior to final acceptance of the project and annually thereafter.
- ~~2. All sampling wells shall be equipped with an 8” drop between inlet and outlet pipe.~~
- ~~3. Clean outs located within pavement areas shall be equipped with traffic rated covers.~~
4. All Building exterior utilities are required to be inspected by the district. Please call 281-499-5539 24 hours in advance to arrange for inspections.

**TAPPING FEES:**

1	Security Deposit (150 ea.)	\$ 150.00
1	Pre-Facility Inspection (175 ea.)	\$ 175.00
1	8” Fire Rated Meter Assembly	\$119,250.00
5	Water Line (facility inspection \$175)	\$ 875.00

**TOTAL FEES: \$120,450.00**

\*Inspections fees will be based on the actual number of inspections conducted.

**Make check payable to: City of Missouri City Mustang Bayou Service Area**

**NOTE: Application for water and sanitary sewer service shall be made to City of Missouri City Mustang Bayou Service Area prior to start of construction.**

Reviewed by: Hector L. Acevedo  
Phone: 281-499-5539  
Fax: 281-261-4507  
Email: [hacevedo@quailvalleyud.org](mailto:hacevedo@quailvalleyud.org)